# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bobby Grace Putters, LLC		109/29/2003 1	Limited Liability Company: FLORIDA
Robert M. Grace		09/29/2003	INDIVIDUAL:

#### **RECEIVING PARTY DATA**

Name:	MacGregor Golf Company		
Street Address:	1000 Pecan Grove Drive		
City:	Albany		
State/Country:	GEORGIA		
Postal Code:	31701		
Entity Type:	CORPORATION: DELAWARE		

# PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2008382	BOBBY GRACE
Registration Number:	2114688	PAYDAY
Registration Number:	2076691	THE LITTLE LADY
Registration Number:	2080738	
Registration Number:	1968591	THE PIP-SQUEEK
Registration Number:	2017214	
Registration Number:	2127838	HSM

### **CORRESPONDENCE DATA**

Fax Number: (925)943-1143

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 925-937-3600

Email: jlindgren@mmblaw.com
Correspondent Name: Morgan Miller Blair

Address Line 1: 1676 N. California Blvd., Suite 200

TRADEMARK REEL: 002776 FRAME: 0019

900004224

Address Line 4: Walnut Creek, CALIFORNIA 94596

NAME OF SUBMITTER: Jeffrey T. Lindgren

Total Attachments: 5
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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, Robert M. Grace, an individual, Bobby Grace Putters LLC, a Florida limited liability company with offices at 4910-A Creekside Drive, Clearwater, FL 33760, and BG GOLF CLASSICS, INC. (formerly known as Bobby Grace Golf Design, Inc.), a Florida corporation with offices at 12200 28th Street North, St. Petersburg, FL 33176 (collectively, the "Assignor"), have acquired certain right, title and interest in and to certain trademarks, copyrights, patents, patent applications, trade secrets and other intellectual property rights; and

WHEREAS, Assignor and MacGregor Golf Company, a Delaware corporation with offices at 1000 Pecan Grove Drive, Albany, GA 31701 (the "Assignee"), are simultaneously herewith entering into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Assignee is acquiring certain assets and property used by Assignor and it is desirous of acquiring all intellectual property and associated goodwill owned by the Assignor, more specifically defined as: (1) all trademarks, service marks, or trade names, including but not limited to those shown in Schedule A hereto, and any other trademarks owned or used by Assignor (the "Trademarks"); (2) all copyrights, rights of reproduction and copyrightable subject matter, whether registered or not, owned by Assignor, including but not limited to those shown in Schedule A hereto, and used in or otherwise related to the Assignor's business and products (the "Copyrights"); (3) all domestic and foreign patents and patent applications, including but not limited to those shown in Schedule A hereto, and any other patent rights owned by Assignor (the "Patents"); (4) all information, know-how and show-how (including without limitation, data, documents, drawings, software, procedures, customer lists and other proprietary materials) relating to, without limitation, the specification, examination, simulation, design, implementation, processing, manufacture, procurement of, sale and delivery of Assignor's products (the "Trade Secrets"); (5) all maskworks and maskwork applications (the "Maskworks") owned by Assignor, including but not limited to those shown in Schedule A hereto; and (6) all other intellectual property or other proprietary rights owned by Assignor not identified above (the "Proprietary Rights").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to: (1) the Trademarks, Copyrights, Patents, Trade Secrets, Maskworks, and Proprietary Rights (collectively, the "Intellectual Property"); (2) all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property; (3) all rights of action arising from the Intellectual Property; (4) all claims for damages by reason of past, present and future infringement or misappropriation of the Intellectual Property; and (5) the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

ROBERT M. GRACE

BOBBY GRACE PUTTERS LLC

Robert M. Grace

President

BG GOLF CLASSICS, INC.

Robert M. Grace

President

BOBBY GRACE GOLF DESIGN, INC. PATENTS AND TRADEMARKS

DISCLOSURE SCHEDULE 2.13 -- INTELLECTUAL PROPERTY BEING ASSIGNED

COUNTRY

**PATENTS** 

STATUS NAME

REG. OR PAT. NO. ISSUED

DATE FILED IF PEND.

**TRADEMARKS** 

BGGD, Inc. Issued

lssued Issued

PAY DAY THE LITTLE LADY

BOBBY GRACE

BGGD, Inc. BGGD, Inc.

2,114,688 2,076,691

2,008,382

**TRADEMARK** REEL: 002776 FRAME: 0022

U.S.

U.S. U.S.

2,080.738	1,968,591	2,017,214	2,127,838	75446
BGGD, Inc.	BGGD, Inc.	BGGD, Inc.	BGGD, Inc.	BGGD, Inc.
Issued	Issued	Issued	Issued	penssl
THE FAT LADY SHAPE	THE PIP SQUEAK	KNICKERBOCKER GOLFER	HSM	PUTTER SOLE CONFIGURATION (ILLINOIS)
Ö.S.	U.S.	U.S.	U.S.	U.S.

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TRADEMARK
REEL: 002776 FRAME: 0025

RECORDED: 01/09/2004